

AGREEMENT NO.: 066166900240
合同号: 066166900240

Addendum to Agreement
协议变更

signed between
签订双方

CRRC Zhuzhou Locomotive Co., Ltd.
中车株洲电力机车有限公司
(Reg. No.: 914302007790310965)
(注册号: 914302007790310965)

And
与

Regiments Asia Limited
(Reg. No.: 2111264)
(注册号: 2111264)

dated
签订日期

August, 2016.
2016年8月份

1 PREAMBLE

前言

- 1.1 Whereas CSR Zhuzhou Electric Locomotive Co., Ltd. (CSR ZELC) and Regiments Asia Limited (Regiments) have signed the Business Development Services Agreement for 95 Electric Locomotives Project (95 Project Agreement) dated 10th February, 2015, which outline the relationship between the two parties and the terms of business between the two Parties with respect to each transaction.
鉴于南车株洲电力机车有限公司(以下简称南车株机)与 Regiments Asia (以下简称 Regiments) 有限公司已经于 2015 年 2 月 10 日签署过 95 台电力机车项目商业开发服务协议(以下简称 95 台电力机车项目协议), 该协议规定了双方之间的关系以及双方在各交易之间的商业条款。
- 1.2 Whereas the Parties had previously agreed that CSR ZELC would withhold 15% of each of the amounts due and payable to Regiments for a period not longer than 30 days from the date CSR ZELC receives their final payment from Transnet.
鉴于双方之前已经同意南车株机可以从应该付给 Regiments 公司每笔款项中扣留 15%, 直到其收到 Transnet 最终付款后不超过 30 天内。
- 1.3 Whereas the two Parties have now agreed to make certain amendments to the above Agreement.
鉴于双方现在同意对以上协议进行一些变更。
- 1.4 As for the financial compensation to Century General Trading FZE (CGT) under the Consultancy Agreement dated 14 April 2012 (Consultancy Agreement), Regiments shall resolve dispute with the CGT through amicable consultation and ensure there is no further dispute with the CRRC ZELC from either side.
对于 2012 年 4 月 12 日签署的咨询服务协议(咨询服务协议)项下需支付给 Century General Trading FZE (以下简称 CGT) 的财务补偿金问题, Regiments 将会通过友好协商的方式解决与 CGT 的争议, 保证未来任何一方不会同南车株洲电力机车有限公司产生争议。
- 1.5 Whereas CSR Zhuzhou Electric Locomotive Co., Ltd. has changed its name into CRRC Zhuzhou Locomotive Co., Ltd. (CRRC ZELC).
鉴于南车株洲电力机车有限公司已经更名为中车株洲电力机车有限公司(以下简称中车株机)

2 AMENDMENT

变更

The Parties now hereby agree to re-structure the payment method and terms of 95 Project Agreement as follows:

双方在此同意按照如下方式重新定义 95 台电力机车项目协议中付款方法和条款:

Up until now CRRC ZELC has been making fee payments in accordance with the provisions of 95 Project Agreement and Consultancy Agreement. Parties recognize that CRRC ZELC has been obligated thus far to pay fees to both Regiments and CGT for the same 95 Electric Locomotives Project, which results in double payment. After this Addendum to Agreement becomes effective, CRRC ZELC will no longer be obligated to make the double payments, instead CRRC ZELC will make future payments in accordance to the terms set forth in this Addendum to Agreement.

到目前为止, 中车株机一直按照 95 台电力机车项目协议和咨询服务协议约定支付相关费用, 双方承认中车株机存在就相同的 95 台电力机车项目向 Regiments 和 CGT 支付了双重服务费用的情形。在此协议变更生效后, 中车株机将不再双重支付服务费, 其将按照本协议变更的约定支付后续费用。

- 2.1 That with effectiveness of this Addendum CRRC ZELC will no longer withhold any amount from the amounts that are due and payable to Regiments against the above Agreement. The amounts due to Regiments will be paid by CRRC ZELC without any offset, deduction or adjustments against invoices supplied by Regiments on condition that (1) the Contract for Maintenance Project under the Business Development Services Agreement (No.: SA-2015-2450) between CSR ZELC and Regiments dated 10th June, 2015 is signed between Transnet and CRRC ZELC within sixty (60) business days after received LOA as long as CRRC don't cause any delays and (2) E-maintenance for at least 95 Project or 100 Project have been effective and executed before October 2018 under the Maintenance Project as long as CRRC don't delay any process. If the above-mentioned two conditions are not achieved, CRRC ZELC will have the right to detain in other projects of CRRC ZELC and Regiments with the deducted amount for the same.

在本变更生效时, 中车株机不再针对以上协议扣留任何应该付给 Regiments 公司的款项, 所欠 Regiments 公司的款项将由中车株机公司按照 Regiments 公司提供的发票进行支付, 不得有任何抵消、扣减或调整, 前提条件是: (1) 在收到授权函之后 60 个工作日之内, Transnet 公司与中车株机之间将签署在 中车株机与 Regiments 公司于 2015 年 6 月 10 日签署的商业开发服务协议(协议号: SA-2015-2450) 中所描述的维保项目合同, 条件是 中车株机公司未造成任何延迟; 并且 (2) 维保合同中至少是 95 台电力机车项目或者是 100 台电力机车项目机车的 E-级 (中修) 在 2018 年 10 月份之前生效且执行, 条件是 中车株机未造成任何延迟。如果上述两个条件没有实现, 那么中车株机将

有权扣留在中车株机与 Regiments 公司其他项目项下应付金额中扣除相应金额。

- 2.2 That within 10 working days after CRRC ZELC receives the Letter of Award (LoA) for the Maintenance Project, CRRC ZELC will release to Regiments, the previous accumulated amount of US\$ 4,357,543.04 being the 15% of the amounts withheld till date on 3rd August 2016 as per details below.
 在中车株机公司收到维保项目投标文件的 10 个工作日内, 中车株机公司将支付在 2016 年 8 月 3 日之前累计扣留的款项 (US\$ 4,357,543.04) 给 Regiments 公司, 具体信息如下:

Detailed amount paid and withheld by CRRC ZELC to Regiments under 95 Project Agreement till date on 3rd August 2016.
 截止 2016 年 8 月 3 日, 中车株机支付给 Regiments 的款项明细以及扣款明细:

Invoice No. 发票号	Invoice Date 发票日期	Invoice Amount (\$) 发票金额(\$)	Amount Paid (\$) 已付金额(\$)	Amount Withheld (\$) 扣留金额(\$)
INO00110	2015/2/11	776,865.00	660,335.25	116,529.75
INO00111	2015/2/11	3,433,623.00	2,918,579.55	515,043.45
INO00112	2015/2/11	2,200,000.00	1,870,000.00	330,000.00
INO00113	2015/2/11	1,800,000.00	1,530,000.00	270,000.00
INO00114	2015/3/8	1,482,680.00	1,260,448.00	222,432.00
INO00115	2015/3/25	2,224,230.00	1,890,595.50	333,634.50
INO00116	2015/3/25	2,948,518.00	2,506,240.30	442,277.70
INO00117	2015/4/19	3,337,656.00	2,837,007.60	500,648.40
INO00118	2015/4/19	1,529,208.00	1,299,826.80	229,381.20
INO00119	2015/4/19	2,238,718.00	1,902,910.30	335,807.70
INO00120	2015/5/29	4,132,605.00	3,512,714.25	619,890.75
INO00121	2015/7/17	352,169.00	307,843.65	54,325.35
INO00128	2016/7/18	2,583,814.93	2,196,242.69	387,572.24
Total Amount Withheld: 总的扣留金额:				USD 4,357,543.04

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In consideration of the previous arrangement, the Parties hereby agree that CRRC ZELC will withhold 100% of the same amounts due and payable to Regiments for the other project with Regiments. This translates to 15% of the agreed amount under the 95 Project Agreement. The amount so

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withheld will be released to Regiments by CRRC ZELC within 90 days, provided there is no claim by any interested party during this 90 days period. Retentions on account of performance guarantee will not be considered for this purpose.

考虑到之前的安排, 双方在此同意中车株机可以 100% 扣留在其他项目中应该支付给 Regiments 的相同款项, 即在 95 台电力机车项目协议下所有款项的 15%。这样扣留的款项将由中车株机公司在 90 天之内支付给 Regiments, 前提是任何利益相关方在这 90 天之内没有索赔, 履约保函所产生的保留不在此项考虑之列。

2.4

The Parties agree that the amounts withheld as per Clause 2.3 above may be used by CRRC ZELC to offset any amounts that CRRC ZELC might have to pay any interested party up to a maximum of 15% of the total amount due and payable to Regiments. In such an event, CRRC ZELC will advise Regiments of such claim and provide Regiments with proof of such payment to the interested party.

双方同意按照以上 2.3 条扣留的金额可以被中车株机公司用于补偿任何中车株机可能支付给其它利益相关方的任何补偿 (最多不超过应付给 Regiments 总金额的 15%)。在这种情况下, 中车株机应该告知 Regiments 此种索赔, 并且向 Regiments 提供支付给利益相关方的付款证明。

2.5

The Parties further agree that once final payment is made to Regiments as per Clause 2.3 above, CRRC ZELC will have no further claim on Regiments for the amounts paid over to Regiments for any reason whatsoever.

双方在此同意, 一旦最终款项按照上述 2.3 条支付给 Regiments 后, 中车株机将不得以任何理由就曾经付给 Regiments 的款项向 Regiments 提出任何索赔。

2.6

If there is any discrepancy between this Addendum to Agreement and the 95 Project Agreement, this Addendum to Agreement shall prevail.

如本协议变更与 95 台电力机车项目协议有任何不一致之处, 以本协议变更的规定为准。

2.7

This Addendum to Agreement and 95 Project Agreement are governed by Hong Kong law and should be construed in accordance with Hong Kong laws. All disputes arising out of or in connection with this Addendum to Agreement and 95 Project Agreement shall be finally settled under the Rules of Hong Kong International Arbitration Center by three arbitrators appointed in accordance with the said Rules. The arbitration shall be conducted in English and Chinese at Hong Kong International Arbitration Center.

本协议变更和 95 台电力机车项目协议受香港法律管辖并依其解释。凡有因本协议变更和 95 台电力机车项目协议的争议均适用香港国际仲裁中心仲裁规则。根据规则指定三名仲裁员进行仲裁，仲裁庭使用中英文在香港国际仲裁中心进行。

3 ALL OTHER TERMS AND CONDITIONS CONTAINED IN THE ORIGINAL AGREEMENT WILL REMAIN UNCHANGED AND CONTINUE TO REMAIN IN FORCE FOR THE DURATION OF THE AGREEMENT.

原协议中的其它条件和条款仍保持不变，在该协议有效期内将继续有效。

4 THIS ADDENDUM TO AGREEMENT WILL BECOME FULLY EFFECTIVE AND ENFORCEABLE AFTER CRRC ZELC RECEIVES THE LETTER OF AWARD (LOA) FOR THE MAINTENANCE PROJECT.

本变更协议在中车株机公司收到维保项目授标函后生效。

For and on behalf of CRRC ZHUZHOU
LOCOMOTIVE CO., LTD.

中车株洲电力机车有限公司授权代表

Signature

Hu yuewan

Name:

Director

Position:

Witness:

For and on behalf of REGIMENTS ASIA
LTD.

Regiments Asia 有限公司授权代表

Signature

SAUM BSA

Name:

DIRECTOR

Position:

Witness: